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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ARIBA, INC.,
a Delaware corporation,

Civil Case No.: 3:12-cv-01484-WHO

Plaintiff,

**ARIBA, INC.'S FIRST AMENDED
COMPLAINT**

COUPA SOFTWARE INC.,
a Delaware corporation,

DEMAND FOR JURY TRIAL

Defendant.

1 Plaintiff Ariba, Inc., for its complaint against Coupa Software Inc., alleges as follows:

2 **THE PARTIES**

3 1. Plaintiff Ariba, Inc. (“Ariba”) is a Delaware corporation having its principal
4 place of business at 910 Hermosa Court, Sunnyvale, CA 94085.

5 2. Upon information and belief, Coupa Software Inc. (“Coupa” or “Defendant”) is a
6 Delaware corporation having its principal place of business at 100 S. Ellsworth Avenue, San
7 Mateo, CA 94401.

8 **JURISDICTION AND VENUE**

9 3. The Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1338(a), in
10 that this action arises under the patent laws of the United States (35 U.S.C. §§ 1 et seq.).

11 4. Ariba is informed and believes that Coupa has its principal place of business in
12 San Mateo, California, which is located in the Northern District of California. Ariba is further
13 informed and believes that Coupa sells and/or offers for sale its services and products within the
14 State of California, including the Northern District of California. Coupa maintains a registered
15 agent for service of process in San Mateo, California.

16 5. The Defendant is therefore a resident of this District pursuant to 28 U.S.C. §
17 1391(c), and venue exists pursuant to 28 U.S.C. § 1391(b).

18 **INTRADISTRICT ASSIGNMENT**

19 6. Pursuant to General Order 67, venue-based assignment of civil cases is
20 suspended for newly filed patent cases, which are to be initially assigned pursuant to General
21 Order No. 44 and Civil Local Rules 3-2 and 3-3. General Order 44 specifies that patent cases
22 shall be randomly assigned to any judge of this Court and shall not be reassigned on the basis of
23 intradistrict venue.

24 **FACTUAL ALLEGATIONS**

25 7. Operating resources are the goods and services required to run a business. They
26 can include capital goods, operational items, transportation, professional services, sub-
27 components, and/or raw materials that a company needs to develop and manufacture a product
28 or provide a service. In the past, companies had to procure operating resources through paper-

1 based methods that were costly, inefficient, and prone to error. Because these traditional
2 methods were fragmented and thus not broadly adopted by employees, they often failed to
3 account for all operating-resource spending within an organization.

4 8. Ariba, formed in 1996, addressed these limitations through a series of
5 fundamental inventions for implementing flexible, company-wide electronic procurement (“e-
6 procurement”) systems for each step of the procurement process, including locating and
7 requesting operating resources, approving requisitions, and billing and payment. Ariba has
8 obtained patents duly issued by the United States Patent and Trademark Office on its e-
9 procurement inventions, including United States Patent No. 7,117,165 (“the ’165 patent”).

10 9. On information and belief, Coupa was founded in 2006 and offers Coupa e-
11 Procurement software products that directly compete with Ariba’s patented products. On
12 information and belief, Coupa e-Procurement software products embody all of the elements of
13 at least one of the inventions claimed in the ’165 patent and therefore infringe this patent.

14 10. Additionally, Coupa’s customers can use Coupa e-procurement software by
15 integrating with enterprise resource planning (“ERP”) systems. Coupa advertises that it
16 supports several different implementation options for sending purchase orders from the Coupa
17 e-procurement software through an ERP system.

18 11. Coupa provides instructional materials that explain how its customers can
19 integrate Coupa’s e-procurement software with ERP systems to generate and communicate
20 purchase orders through the ERP system. Coupa markets several different ways for integrating
21 the Coupa e-procurement software with ERP systems, some of which are based on integration
22 software provided by Coupa and some of which are based on integration software provided by
23 third parties (who provide the integration software in consultation with/at the instruction of
24 Coupa). Additionally, Coupa advertises that it will provide personnel and technical support to
25 assist its customers in integrating its e-procurement software with ERP systems to allow sending
26 purchase orders through the ERP system.

27 12. Coupa’s infringement has deprived Ariba of sales of its e-procurement software
28 products and has damaged Ariba’s investment in its intellectual property. On information and

1 belief, Coupa has obtained customers by using e-procurement solutions patented by Ariba and
2 thus has exploited Ariba's investment in the research and development of its patented solutions.
3 Coupa's continuing infringement deprives Ariba of its rightful customers and is continuing to
4 damage Ariba and cause it irreparable harm.

5 **ARIBA'S FUNDAMENTAL E-PROCUREMENT PATENT**

6 13. On October 3, 2006, the United States Patent and Trademark Office duly and
7 legally issued United States Patent No. 7,117,165 ("the '165 patent") entitled "Operating
8 Resource Management System" to Norman Adams, Marc Brown, Brian Carlstrom, Brian Elkin,
9 Paul Hegarty, Guy Haskin, and Boris Putanec.

10 14. Ariba is the owner by valid assignment of all rights, title, and interest in the '165
11 patent. A true and correct copy of the '165 patent is attached hereto as Exhibit A. Ariba has
12 marked its products with the '165 patent.

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15 **COUNT I**
DIRECT INFRINGEMENT OF UNITED STATES PATENT NO. 7,117,165

16 15. Plaintiff hereby incorporates the foregoing paragraphs of this Complaint and
17 restates them as if they were fully written herein.

18 16. Upon information and belief, Defendant has and continues to directly infringe at
19 least one claim of the '165 patent, in violation of 35 U.S.C. § 271(a), by making, using, selling,
20 and offering for sale the Coupa e-Procurement software products that embody the patented
21 inventions, to the damage and injury of Ariba.

22 17. As a direct and proximate consequence of Defendant's infringement of the '165
23 patent, Ariba has suffered and will continue to suffer irreparable injury and damages in an
24 amount not yet determined, for which Ariba is entitled to relief.

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27 **COUNT II**
CONTRIBUTORY INFRINGEMENT OF UNITED STATES PATENT NO. 7,117,165

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18. Plaintiff hereby incorporates the foregoing paragraphs of this Complaint and restates them as if they were fully written herein.

19. Upon information and belief, Defendant has and continues to indirectly infringe at least one claim of the '165 patent, in violation of 35 U.S.C. § 271(c), by making, using, selling, and offering for sale the Coupa e-Procurement software products that embody the patented inventions, to the damage and injury of Ariba.

20. On information and belief, Coupa sells and offers to sell its e-Procurement software products in the United States. On information and belief, the Coupa e-Procurement software products have no substantial non-infringing uses. On information and belief, use of the Coupa e-Procurement software products by Coupa's customers who engage in a purchase process constitutes direct infringement of one or more claims of the '165 patent. Coupa has knowledge of or should have had knowledge of the '165 patent by virtue of the marking of Ariba's competing e-procurement products.

21. As a direct and proximate consequence of Defendant's indirect infringement of the '165 patent, Ariba has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined, for which Ariba is entitled to relief.

COUNT III
INDUCED INFRINGEMENT OF UNITED STATES PATENT NO. 7,117,165

22. Plaintiff hereby incorporates the foregoing paragraphs of this Complaint and restates them as if they were fully written herein.

23. Coupa has and continues to indirectly infringe at least one claim of the '165 patent, in violation of 35 U.S.C. § 271(b), by actively inducing infringement of the '165 patent.

24. Coupa is and has been aware of the existence of the '165 patent at least since March 23, 2012, when Ariba filed the original complaint alleging Coupa's infringement of the '165 patent.

25. The use of the Coupa e-procurement software products by Coupa's customers in the manner advertised and/or instructed by Coupa constitutes direct infringement

1 of one or more claims of the '165 patent, including at least Claims 1-7, 13-15, 18, 20-22, and
2 24. In particular, Coupa's customers' use of Coupa's e-procurement software products to
3 generate and communicate purchase orders from an ERP system, based on requisition
4 information from the Coupa system, infringes one or more claims of the '165 patent. Coupa
5 customers infringe the '165 patent at least when the customers use Coupa software and/or third-
6 party software to integrate the Coupa e-procurement software with an ERP system to allow
7 sending purchase orders from the ERP system rather than from the Coupa system. Coupa
8 advertises at least four different ways in which the Coupa e-procurement software can be
9 integrated with ERP systems, including through (1) what it calls a "flat file" or FTP, (2)
10 Coupa's own Application Programming Interface (API), (3) third-party software provided by
11 Boomi, Inc., and (4) custom implementations. On information and belief, Coupa provides
12 software for integration with Coupa software at least by "flat file" / FTP, APIs, and custom
13 implementations.

14 26. Coupa knowingly induces and possesses specific intent to encourage its
15 customers to infringe one or more claims of the '165 patent. Coupa advertises that the Coupa e-
16 procurement software can be used in an infringing manner (i.e., to provide requisition
17 information to an integrated ERP system, which, in turn, generates and communicates an order
18 to the supplier), and provides instructional materials to its customers on how to use the Coupa e-
19 procurement software in an infringing manner. On information and belief, Coupa participates
20 in assisting its customers to use the Coupa e-procurement software in an infringing manner and
21 provides technical support to help customers to use the Coupa e-procurement software in an
22 infringing manner. In particular, Coupa knowingly induces and possesses specific intent to
23 encourage its customers to infringe one or more claims of the '165 patent at least when it
24 provides instructional materials, assistance, and/or technical support to help customers to use
25 Coupa and/or third-party software to integrate the Coupa e-procurement software with an ERP
26 system to allow sending purchase orders from the ERP system.

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27. As a direct and proximate consequence of Defendant's indirect infringement of the '165 patent, Ariba has suffered and will continue to suffer irreparable injury and damages in an amount not yet determined, for which Ariba is entitled to relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Ariba prays for relief as follows:

A. A judgment that Defendant has directly infringed, contributed to the infringement of, and/or induced the infringement of Ariba's '165 patent;

B. A judgment permanently enjoining and restraining Defendant and its subsidiaries, parents, officers, directors, agents, servants, employees, affiliates, attorneys, and all others in active concert with them from directly infringing, contributing to the infringement of, and/or inducing the infringement of the '165 patent;

C. A judgment awarding Ariba damages, including lost profits, adequate to compensate for Defendant's infringement, and in no event less than a reasonable royalty for Defendant's acts of infringement;

D. A judgment awarding damages to Ariba for its costs, disbursements, and attorneys' fees incurred in prosecuting this action, with interest, and otherwise as provided by law;

E. A judgment awarding Ariba pre-judgment and post-judgment interest on Ariba's damages as allowed by law; and

F. Such other relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Ariba demands a trial by jury.

